

1 was the -- let's break that down. What was the  
2 -- how long did the entire job take --

3 A Four days.

4 Q -- for you to finish it?

5 A Yeah, we started on, I think May 21<sup>st</sup>  
6 and finished on May 25<sup>th</sup>.

7 Q Okay. So, the entire job was four  
8 days?

9 A Well -- (pauses). Yeah, four days.

10 Q Okay.

11 A Five days.

12 Q Five days. Five days.

13 A Five days.

14 Q You know, I don't mean to make this an  
15 exhibit we can't -- but this might refresh your  
16 memory. I think this is, this looks to be the  
17 invoice that Cabras Marine has given you.

18 A Yes, that's --

19 Q Okay. And I think we have dates here,  
20 5/21.

21 A That's correct.

22 Q Okay; okay. Does that help? Does that  
23 refresh your memory as to when --

24 A Yes.

25 Q Okay. Okay. Now, you loaded this,

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1 your PMT's equipment on board the Cajun. Did  
2 you use a crane to do so?

3 A Yes, we had Cabras -- they had a, what  
4 they call a cherry-picker. It's a small crane.

5 Q Okay.

6 A At pier, F6.

7 Q Okay.

8 A And that's what we used, because we  
9 were supposed to load everything over at Sumay,  
10 where everything is fairly level, maybe a foot  
11 or so difference, depending on the tides. But  
12 since they couldn't get over there, we had to  
13 move our equipment over to F6, which there is a  
14 substantial drop off from the top of the pier  
15 down to the deck of Hague. It became a safety  
16 issue, so we asked them if we could borrow or  
17 rent their cherry picker that they had there --

18 A Okay.

19 Q -- for us to be able to move our  
20 equipment form our vehicles down on to the  
21 deck.

22 Q Uh-huh. And who operated the crane?

23 A It was one of the Cabras crew members.

24 Q Do you know the name of that person?

25 A No, I do not.

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1 Q Okay. And again, once that equipment  
2 was loaded, it stayed on the Cajun until the  
3 job was done?

4 A Correct.

5 Q Okay. And when it was loaded, did it  
6 just sit on the deck of the Cajun or was it  
7 tied down somehow?

8 A We had the equipment lash so that it  
9 wouldn't shift during the times when the Cajun  
10 was moving, but there was nothing that was  
11 permanently secured to the deck.

12 Q Okay. I want to hand you and we'll  
13 mark this Exhibit C.

14 MR. BERLINE: David, I had -- I thought  
15 I had a --

16 MR. LEDGER: This?

17 MR. BERLINE: Yeah. I might not have  
18 got one -- oh, here.

19 (Defendant's Exhibit C was marked for  
20 identification)

21 BY MR. BERLINE:

22 Q Do you recognize that?

23 A Yes.

24 Q Can you describe that document for me?

25 A It would be our check off list for

1 equipment that was supposed to have been  
2 brought at on. And then again we would make  
3 sure that we got at all the equipment back up  
4 off by another one, another list like this to -  
5 - when we off loaded everything.

6 Q Okay. Do you know, did all these  
7 equipment get placed on board the Cajun?

8 A To the best of my knowledge, I would  
9 say, yes.

10 Q Could you just tell me what, under  
11 Admin, there's a Neuro Exam Worksheet.

12 A It's a neurological check off sheet for  
13 a direction that the diver is, if he's  
14 conscious, he's going through the pretty  
15 extensive check list to determine if there's  
16 any -- if he's got any problems, any injuries,  
17 anything that requires followup, like say  
18 chamber or the administering of oxygen, first  
19 aid, things like that.

20 Q Was that used?

21 A That was myself and Mr. Mantanane

22 Q Okay. Above that is a PMT Safety  
23 Emergency Plan.

24 A Yes.

25 Q Can you describe that for me?

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1 A That is our, pretty much our Safe  
2 Practices Manual.

3 Q Okay. And that was on board?

4 A Yes.

5 Q Okay. Do you have a copy of that by  
6 any chance? Does it remain unchanged, it's a  
7 booklet, or is it specific to each job?

8 A It's pretty specific, job-specific, but  
9 it changes on a fairly regular basis. We  
10 always update it. And this was, and this  
11 particular case was no exceptions.

12 Q Okay. Do you remember anything what  
13 would have been, what that would have said if  
14 we were reading it right now? Basically, can  
15 you give me a brief description of what would  
16 be in that manual?

17 A We have a check off sheet for all the  
18 dive operations, again, job-specific. There  
19 would have been a check off sheet on each  
20 individual day which again the -- it was -- was  
21 supposed to have been followed. Evidently the  
22 -- again, the mistake in the hooking up of the  
23 hats was overlooked by all.

24 Q Would there be anything in there such  
25 as, you know, make sure everybody --

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1 communication of an ongoing emergency to the  
2 crew, any kind of procedures when there's an  
3 actual dive emergency going --

4 A Specify whose crew?

5 Q Anybody on the boat. I'm asking you  
6 who would -- (pauses). The first question  
7 would be, does this manual dictate who needs to  
8 be told when there's a diving emergency? Is  
9 there a chain of command in there?

10 A There is a chain of command, yes.

11 Q Okay.

12 A Everybody has their own individual  
13 responsibilities.

14 Q Okay.

15 A Everybody is multitasks so that one  
16 person just does one thing. You'll designate,  
17 this will be -- you do something, you'll do  
18 something, he'll do something. So everybody  
19 knows the routines, and just like we did at  
20 that day. The routine was followed and --  
21 (pauses).

22 Q Okay. But now, you had -- once you  
23 turned that valve off, the quarter turn valve  
24 on the volume tank and either Ben or Carey or  
25 one of your employees had the mask and realized

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1 the air is not stopping, would it be fair to  
2 say that there was a sense of urgency there?

3 A Yes.

4 Q Okay.

5 A It was Mr. Shelton who observed that  
6 the air had not turned off.

7 Q Okay. And then the air was turned back  
8 on I believe?

9 A Immediately.

10 Q And the harness was pulled up but --

11 A No.

12 Q -- it -- I'm sorry

13 A I'm sorry.

14 Q No, it's -- please, it's a question.  
15 What happened next?

16 A The harness was not -- the diver was  
17 communicated -- or top side communicated with -  
18 - I'm sorry, we call it top side. The  
19 supervisor, dive supervisor, communicated with  
20 the Barrineau through the underwater cams and  
21 no response was returned from Barrineau. Then  
22 the tender who was directed to give the diver  
23 what they call, line pole signals, "Are you  
24 okay 1" is "Are you okay". If you do not get a  
25 one back, you start slowly bringing in --

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1 Q Uh-huh.

2 A If you don't feel any resistance, you  
3 quicken the recovery of that. During the same  
4 time, the communication, the dive supervisor is  
5 still trying to communicate through the cams  
6 box. There was no response given.

7 Q Okay. Were people yelling? Was there  
8 a lot of excitement on the ship?

9 A I'm sure that there was, but that was a  
10 very fairly calm excitement because everybody  
11 was being directed on what tasks and what the  
12 responsibilities were.

13 We had to deploy the standby diver,  
14 which took on the standby hat and went on  
15 following Mr. Barrineau's umbilical. Plus  
16 another diver was put on scuba to go down and  
17 be able to relay back.

18 During the time that both divers were  
19 underwater, we had communications with the one  
20 on the umbilical. And during that time, Mr.  
21 Barrineau had already surfaced on the outboard  
22 side of the vessel and was swimming around the  
23 stern, back towards the Cajun.

24 Q Okay.

25 A And we -- oh --

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1 Q Please go ahead.

2 A We recovered our diver since we saw Mr.  
3 Barrineau at the stern coming forward to us  
4 swimming on his own accord. We sent standby  
5 diver with the communications after we got him  
6 back to the surface heading back aft to hook up  
7 with the diver with Mr. Barrineau and then  
8 report back if there was any injuries. Because  
9 it was a good, probably 300 feet to go from  
10 when he came around the stern to where the  
11 Cajun was positioned on the hull.

12 Q Okay. And at the time where it was  
13 realized that the quarter turn valve, it was  
14 turned off actually controlled Brady  
15 Barrineau's air, at that time, what were you  
16 doing specifically? What was your job?

17 A Once the quarter turn was turned back  
18 on --

19 Q Uh-huh.

20 A -- and then we realized, everything was  
21 relayed through the dive supervisor, "Diver are  
22 you okay? Diver are you okay?" No response.  
23 "Tender, give him line pole signals."

24 Q Uh-huh.

25 A Again, we're all within these seconds

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1 of when these transpired. Tender came back,  
2 said, " No response on line pole signals".  
3 Dive supervisor told Tender to start pulling on  
4 the umbilical. Tender came in, there's no  
5 resistance on the dive umbilical. "Standby  
6 diver get dressed, get in the water."

7 A Okay.

8 Q By the time the diver had gotten in the  
9 water, they pulled up the harness without a  
10 diver.

11 A Okay.

12 Q At that time, we had communications  
13 with the standby diver heading over to the same  
14 direction. When he got about, underneath that  
15 what they call the turn of the ship, the scuba  
16 diver and another emergency diver was deployed  
17 and sent in to go after.

18 Q Okay. So, you were with Carey B. Rose  
19 for this time?

20 A Yes.

21 Q Okay. So, did you see what the captain  
22 was doing or where he was?

23 A It wasn't a consideration at that time.

24 Q Okay. All right. So, did you speak to  
25 him afterwards?

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1 A No, I did not. Mr. Rose did.

2 Q Okay. All right.

3 A I was attending to Mr. Barrineau.

4 Q Okay. So, you don't have any personal  
5 knowledge as whether the captain had been  
6 become aware of this or not?

7 A No.

8 Q At the time it happened?

9 A No.

10 Q Okay. And you don't have any personal  
11 knowledge whether or not the captain's  
12 assistant or deckhand had become aware of this  
13 at the time the incident --

14 A No, I did not.

15 Q -- at the time accident; okay. Now you  
16 went to -- you had a safety meeting that night;  
17 is that correct?

18 A That's correct.

19 Q Okay. And the solution was what? What  
20 was -- was the solution to put physical  
21 restrains on the valves?

22 A No, you see, I was -- we thought, Mr.  
23 Rose and myself thought it would be better if I  
24 did not attend, which I did not.

25 Q Why was that?

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1           A     Just for the simple fact that, I think  
2 people would have not stated personal opinions  
3 on how everything transpired if I would have  
4 been there.

5           Q     Makes sense.

6           A     Which we found was more beneficial.  
7 Everybody was very everybody -- everybody  
8 partook in the discussions and we had made the  
9 determination that we're going to change our  
10 safety plan by putting physical restrains and  
11 marking, identifying the valves not to be  
12 turned out since they were divers' air, supply  
13 life support.

14          Q     Okay; okay. And would that be the  
15 actual language of "Do not turn off this valve,  
16 diver supply of air"?

17          A     Yes.

18          Q     Okay. And did you in fact -- if it was  
19 -- I don't want to phrase this to make you  
20 think that I'm implying you have to comply with  
21 U.S. Navy Diving Manual but, were you in  
22 compliance now with the U.S. -- (pauses). Are  
23 you in voluntary compliance with the U.S. --

24          A     To the letter of the --

25          Q     -- with the requirements of the U.S.

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1 Navy Diving Manual?

2 A Excuse me.

3 Q It's okay.

4 A To the letter of the U.S. Navy Diving  
5 Manual, no, we're not nor do we have to be.  
6 Again, our requirements only are to be in  
7 compliance with the CFRs, the 29 and the 46.  
8 The Navy Diving Manual is a good baseline to go  
9 off of --

10 Q Uh-huh.

11 A -- and, yes, they have the tried and  
12 trued requirements and safety precautions  
13 already.

14 But, to the letter, getting back your  
15 question, to the exact letter of what the Navy  
16 Regulations state, no, we're not in identical  
17 compliance to their -- to their satisfaction.  
18 However, we have made it that, one, of these  
19 quarter turn valves can not be accidentally  
20 turned off and, two, yes they are tagged that  
21 under no circumstance will they be turned off,  
22 that they are divers' supply and to -- that the  
23 diving supervisor is the only one who has  
24 authority to turn these off.

25 Q Okay. And if that physical restraint

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1 had been put on that valve, that would have  
2 prevented you from turning off that quarter  
3 turn valve, is that correct?

4 A That's correct.

5 Q Okay. Now, you have mentioned the  
6 CFRs, 29 and 46, what are those? I know what  
7 CFRs are, but those specific sections, do they  
8 pertain to commercial diving?

9 A Both, yes. There are sections, there  
10 are parts within those titles that deal with  
11 commercial diving operations --

12 Q Okay.

13 A -- or contract diving operations?

14 Q Are there any specific regulations  
15 whether it be OSHA, U.S. Coast Guard, CFRs or  
16 anything else that would regulate the operation  
17 of either the -- your air supply setup,  
18 inclusive of the air compressor, the flasks,  
19 the volume tanks, and/or the quarter turn  
20 valves, specifically regulating --

21 A Specifically?

22 Q Uh-huh.

23 A The quarter turn valve, no. Except for  
24 that they are to have non-return valves.

25 Q Uh-huh.

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1 A The CFRs require air certifications  
2 annual. I believe just prior to the incident,  
3 I think they did away with that the air supply  
4 had to have a volume tank whether the  
5 compressor had to be in compliance with the air  
6 purification standards.

7 Q Okay. Is there any regulation that  
8 requires a bail out bottle, did a diver use a  
9 bail out bottle?

10 A Yes, there is.

11 Q And which one is that?

12 A I would think that would be on the  
13 Title 29.

14 Q And that would apply to your -- would  
15 that have applied to the job of scrubbing the  
16 hull of the Hague? Would that have been  
17 applicable?

18 A It probably would. The standard says  
19 that if you do not have a direct ascent or if  
20 you are in a, what they call a penetration  
21 dive, meaning in an enclosed diving area, but -  
22 - (pauses). But, to answer your question, it  
23 may have been applicable.

24 Q Okay. Okay. Now, your company, PMT,  
25 went -- PMT went and hired the M/V Cajun for

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1 this job through Cabras Marine, correct?

2 A Correct.

3 Q Okay. And have you done any prior  
4 business with them before?

5 A Yes. We've worked not only as a  
6 client, but we've also provided our services to  
7 them.

8 Q Okay. Okay. And have you used them  
9 before in like situations as respect to  
10 cleaning the Hague, other projects similar to  
11 what you were doing to the Hague?

12 A No.

13 Q No? This was the first --

14 A That was the first time.

15 Q Okay. Okay. Was this the first time  
16 that you loaded the compressor and the air  
17 supply diving equipment onto the M/V Cajun?

18 A Correct.

19 Q Okay. Was this the first time that you  
20 -- that PMT loaded their diving equipment on  
21 any of Cabras' vessels?

22 A For a job?

23 Q Yeah.

24 A Yes.

25 Q Okay. You continued to do business

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1 with Cabras?

2 A Correct.

3 Q Okay. You contracted them to hire  
4 boats? Or --

5 A No, we've provided -- we haven't  
6 utilized their services as far as their vessels  
7 go, but we have provided our services to them.

8 Q Okay. Now, prior to work on the Hague,  
9 someone went and met with the chief engineer on  
10 the Hague; is that correct?

11 A Correct.

12 Q Okay. Who was that?

13 A Myself.

14 Q Okay. Why did you do that?

15 A Each time you work on a vessel, you go  
16 through what they call a ship's tagout. That  
17 is, a tagout of all the ship's machinery that  
18 could pose a potential hazard to any divers.  
19 or instance, suction.

20 Q Uh-huh.

21 A We tag out the propeller. We tag out  
22 the rudder. Even though these pieces of  
23 equipment do not move very quickly, they still  
24 are tagged out. What they call the electro- --  
25 the cathodic protection is tagged out. These

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1 are electrical apparatuses that the ship is  
2 dependent upon. So, a ship's tagout is filled  
3 out, signed, witnessed of the ship's tagging  
4 out and then it goes in our records.

5 Q Okay. What about -- did you do the  
6 same thing for, I mean, the Cajun is a vessel  
7 too, right? Did that pose a risk to the divers  
8 also?

9 A No, we have to shut down.

10 Q Okay. Completely shut down?

11 A Shut down.

12 Q Did anybody meet with the captain  
13 pre-dive to discuss procedures for that?

14 A Every morning was -- once we were in  
15 place and secured to the hull of the Hague, the  
16 captain was told the shut everything -- we  
17 would just tell him, "Make it cold."

18 Q Okay. Okay. Did the captain or  
19 anybody from the Cajun or Cabras Marine come  
20 and inspect PMT's setup after it had loaded the  
21 equipment aboard the Cajun?

22 A The Cajun's captain, is that what you  
23 were asking?

24 Q Anyone.

25 A From Cabras?

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1 Q Yes.

2 A No, they did not nor were they expected  
3 it to.

4 Q Okay. So, once this equipment was  
5 loaded and lashed to the Cajun, the captain  
6 didn't come in and ensure that it was properly  
7 secure or didn't inspect it at all, to your  
8 knowledge?

9 A No, that was our responsibility.

10 Q Okay. (lengthy pause; peruses  
11 documents) Let me just finish up here.

12 MR. BERLINE: I think I'm done. Mr.  
13 Ledger?

14 MR. LEDGER: Can I show you the invoice  
15 that you reviewed a moment ago.

16 MR. BERLINE: Sure. Can -- this is my  
17 own copy. This --

18 MR. LEDGER: Not the --

19 MR. BERLINE: Oh, yes, yeah.

20 MR. LEDGER: The invoice.

21 MR. BERLINE: You want to go ahead and  
22 make that? I can make that -- I can --  
23 (pauses). I'm going to make that an exhibit,  
24 but we need to make a copy of it.

25 MR. LEDGER: Okay.

**RE-DIRECT EXAMINATION**

1  
2 BY MR. LEDGER:

3 Q "D", we are up to Exhibit D. Okay.

4 (Defendant's Exhibit D was marked for  
5 identification)

6 So, it was May 21<sup>st</sup> through the 25<sup>th</sup>,  
7 2005 that the lawn services were rendered,  
8 according to this. Okay? What day was Mr.  
9 Barrineau's accident? Do you remember? Was it  
10 the 22<sup>nd</sup>?

11 A (pauses)

12 Q Go ahead and check -- I mean, if you  
13 need to refer to something.

14 A Yeah, it was May 22<sup>nd</sup>.

15 Q Okay. So, the second day, second day  
16 of operations. So, in his -- Mr. Barrineau --  
17 well, let me ask you. The first day, May 21<sup>st</sup>,  
18 was Mr. Barrineau one of the divers? Or,  
19 either a diver or attender on the operation?

20 A The first day, we basically just got  
21 the equipment on, loaded and situated. We went  
22 out and probably did the -- I don't believe, he  
23 dove the first day because we had to go out  
24 there and section off the hull for how we  
25 progressed with the cleaning.

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1 Q Okay. Then the second day, the 22<sup>nd</sup>,  
2 that's when the accident happened and the  
3 operation was aborted?

4 A Correct. He was the first diver in the  
5 water.

6 Q Okay. And how far into the day were  
7 you?

8 A My recollection was about fifteen  
9 minutes.

10 Q Okay. So, Mr. Barrineau's time on  
11 board the Cajun would have been part of the day  
12 on the 21<sup>st</sup> loading and stowing the equipment  
13 and fifteen minutes or so on the second day,  
14 the 22<sup>nd</sup>?

15 A No. We got into the dive operation  
16 about fifteen minutes before. Then he had to  
17 come back up. I mean, it was probably -- it  
18 was probably a couple of hours that morning.

19 Q That morning?

20 A But it was less than half a day because  
21 we aborted the -- (pauses).

22 Q I got you. Total time spent on the  
23 boat that day, the second day, would have been  
24 a couple of hours?

25 A At the most.

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1 Q Okay. And then -- so, on the 23<sup>rd</sup>, 24<sup>th</sup>  
2 and 25<sup>th</sup>, Mr. Barrineau didn't work?

3 A That's correct.

4 Q Okay. And was it you personally that  
5 initiated contact with Mr. Stan Hall to see  
6 about hiring the Cajun for this work?

7 A Correct, yes.

8 Q And was it you personally that then  
9 went to Paul Blas to continue those  
10 arrangements?

11 A Yes.

12 Q Okay. Did you personally on behalf of  
13 the PMT then make the decision to go ahead and  
14 hire the Cajun at the offer great for  
15 \$1,500.00?

16 A Yes.

17 Q Okay. During that first day, the  
18 equipment was loaded, lashed down and you went  
19 on site to the Hague; is that right? Or, do  
20 you remember?

21 A I don't remember exactly. My  
22 recollection is that we would go out and  
23 section everything off.

24 Q What was that?

25 A We wouldn't actually start the cleaning

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1 operation, because at that time we weren't --  
2 we didn't know exactly where we going to be  
3 stationed.

4 So, but my recollection is that we  
5 loaded and staged and secured and got  
6 everything running so everything was  
7 operational. The first day, we may have gone  
8 out there and done a preliminary section  
9 determining the sections and then gone back.  
10 And then the following day, we would have start  
11 the actual cleaning. And, that's to the best  
12 of my recollection without going back to time  
13 sheets and -- (pauses).

14 Q What does sectioning mean? What's does  
15 that involve?

16 A The Hague is about 800 feet long. Our  
17 umbilicals are only 300 feet long. So, you can  
18 only get a certain range of cleaning done with  
19 the length of the umbilical you have. You have  
20 to shift the Cajun to different locations on  
21 the side of the hull so that you can reach all  
22 of them.

23 Q Okay. How do you do that? Is that in  
24 the water operation or something that's done --

25 A How'd you do what?

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1 Q How do you do the sectioning? How do  
2 you do what you just (pauses)?

3 A Basically, one of -- the two divers  
4 would go down. The section is, it takes a  
5 yellow crayon and just goes from the water line  
6 straight down to the turn of the hull.

7 Q Okay. As far as the configuration of  
8 the Cajun is concerned, I mean, were you  
9 satisfied that the deck was adequate to do what  
10 you needed to do?

11 A Satisfied, as in and everything would  
12 be -- (pauses). We were cramped. The space  
13 that we had was cramped. We didn't want any  
14 other people out there that could jeopardize  
15 operations. So, there weren't anybody that was  
16 really allowed on the stern that didn't have  
17 anything directly associated with PMT's diving  
18 operation.

19 Q Okay. That was per PMT's decision?

20 A That was my decision, yes.

21 Q Everybody else to stay out?

22 A Any non-diving or non-PMT personnel  
23 were asked not to come back there.

24 Q Okay. Despite the conditions that you  
25 perceived as cramped, it was PMT's decision to

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1 proceed off of the Cajun, is that correct?

2 A That's correct.

3 Q Okay. This, I think were finished  
4 with, Exhibit B. I'll get a copy for you.

5 A Okay.

6 Q All right, before you leave. For the  
7 23<sup>rd</sup>, 24<sup>th</sup> and 25<sup>th</sup>, did you -- did PMT decide to  
8 continue to utilize the arrangements that  
9 existed on the 21<sup>st</sup> and 22<sup>nd</sup>, meaning the work  
10 deck of the Cajun and all of the equipment that  
11 was stored and lashed there?

12 A The same equipment was used. The  
13 configuration of the equipment on the stern was  
14 changed due to the fact that there was going to  
15 be no more accidents or confusion as to the  
16 equipment layout or hook up.

17 Q Did the captain or the deckhand of the  
18 Cajun direct or limit PMT's ability to arrange  
19 its equipment the way it wanted it?

20 A No. If anything, they were helpful by  
21 making sure all of their equipment and  
22 materials was completely out of our way and  
23 stowed below deck.

24 Q Let's see (peruses documents). Okay,  
25 so Mr. Barrineau, he participated in the first

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1 day, the mobilization process and perhaps the  
2 sectioning and up until the time his accident  
3 on the second day, and then from then on he was  
4 not involved.

5 A Correct.

6 Q Is that correct? Okay. The cherry  
7 picker that you used to load your equipment the  
8 first day, was that located on F6 on the dock?

9 A Yeah, it was in the vicinity of F6.

10 Q Okay. And did you make separate  
11 arrangements with Cabras to utilize that?

12 A I think it was the spur of the moment  
13 thing. Because, one, we had anticipated  
14 loading off at Sumay. It would have been a lot  
15 easier for us. What happened was it cost a lot  
16 more time because then we had to go all the way  
17 around over to F6 from where our warehouse is  
18 on the Navy base. And so it took us a lot more  
19 time which, again, it -- like I say, we weren't  
20 able to get a lot of cleaning done the first  
21 day because of that mobilization.

22 So again, because of the safety issue  
23 with loading our equipment from the pier side  
24 down onto the stern of the Hague, we had to  
25 utilize means of a crane service of some kind.

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1 Q So, was the cherry picker one of those  
2 things that operates on land with rubber tires?

3 A Right, that's correct.

4 Q Okay. Okay. Then the procedures that  
5 you described, once the sense of urgency --  
6 once it became known to your crew that the air  
7 was cut off to Mr. Barrineau, and you described  
8 this procedure where everyone had a job to do;  
9 the tender had to pull on the umbilical, Carey  
10 Rose was responsible for trying to communicate  
11 over the voice cam, is that right?

12 A That's correct.

13 Q Okay. And -- risk of repeating myself,  
14 I mean, would you have wanted the Cabras  
15 captain and deckhand to intervene in that  
16 process?

17 A No.

18 Q You rather have them just stay where  
19 they were and allow you to do what was, this  
20 seemingly orchestrated response?

21 A Correct.

22 Q The response that you -- this procedure  
23 that you described, tugging on the umbilical,  
24 trying to communicate, getting a standby diver  
25 ready, is that procedure part of this PMT

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1 Safety Emergency Plan that's on Exhibit C?

2 A Correct.

3 Q Okay. I was curious, not that it  
4 really makes much different, but when you --  
5 when Mr. Berline was asking you if all of these  
6 items were loaded on, did you put scooters on  
7 the Cajun?

8 A Yes. They're underwater scooters.

9 Q They're underwater scooters? All  
10 right. I wasn't sure.

11 A When you're sectioning off, it's a lot  
12 easier on a diver, you don't have to swim 800  
13 feet times two, actually times three, because  
14 you've got the --

15 Q Not land scooters?

16 A No.

17 Q Okay. I saw the scooters, battery  
18 charger, extra battery, I was thinking, you  
19 know, like -- what do you call those things,  
20 go-pads or something. Okay.

21 Was the Hague inside the breakwater,  
22 inside the harbor? You know what I'm talking  
23 about --

24 A The inner harbor.

25 Q The inner harbor.

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1 A Correct.

2 Q Okay. When the emergency situation  
3 arose, who was sort of the conductor of that  
4 procedure that was followed?

5 A Myself and Mr. Rose.

6 Q Okay. Did everyone in your crew  
7 perform satisfactorily --

8 A That was --

9 Q -- to the point that you observed them?  
10 Were you pleased with the way they responded?

11 A Very.

12 Q Okay. And, I'm finished.

13 MR. BERLINE: I just got a couple more.  
14

15 **RE-CROSS EXAMINATION**

16 BY MR. BERLINE:

17 Q Mr. Collard, do you think the safety  
18 valves -- I'm sorry the quarter turn air valves  
19 on the volume tank are safer now with the  
20 physical restraints than they were without  
21 them?

22 A Yes.

23 Q Okay. Do you think they're safer now  
24 with the verbiage, the warning that is on them  
25 now than they were before?

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1 A Yes.

2 Q Okay. Now, we have Cabras working a  
3 crane to bring PMT's equipment onto the Cajun;  
4 correct?

5 A Correct.

6 Q Okay. We also have, correct me if I'm  
7 mistaken, but the captain and his deckhand  
8 moving their equipment, moving the Cajun's  
9 equipment out of the way so PMT's equipment can  
10 come on board; is that right?

11 A My recollection is that they moved off  
12 their mooring lines that they had on the deck.  
13 Normally, they will screw their morning lines  
14 in a zigzag fashion so that it runs off the  
15 stern easier. We needed that out of our way.

16 Q Okay. Did you communicate in any way  
17 to the captain that, you know, space is tight  
18 on this deck, we need as much space as  
19 possible?

20 A I may have. That is a good -- I would  
21 think so.

22 Q You would think so?

23 A We have a lot of equipment.

24 Q You would inform the captain that you  
25 needed as much space as possible?

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1 A Correct.

2 Q Okay. And did you inform the captain  
3 or did you tell him that in your opinion you  
4 thought that space was tight on the deck?

5 A No, because we haven't ever had set  
6 everything up yet. There was nothing to really  
7 gauge on how much room we're going to be  
8 needing until we actually started the  
9 operation, because everything was all  
10 compartmentalized, everything came in bundles,  
11 in boxes, and what we call fly away cases

12 So, until we got everything out and  
13 positioned on the deck and started, you know,  
14 hooking things up and utilizing did we find out  
15 that we are going to be -- it was going to be  
16 cramped.

17 Q Okay. At any time, was the captain  
18 made aware or did he become aware that space  
19 was tight, space was cramped on the deck?

20 A I don't know if I ever expressed that.

21 Q Okay. Did he ever express it to you?

22 A No, there was very little communication  
23 except for when we told them -- once we got on  
24 site and as I said make a call with very little  
25 communication.

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1 Q Would it be apparent to a laymen --  
2 let's back -- was it apparent to you that space  
3 was pretty tight on that, on the deck?

4 A Correct.

5 Q Okay. Would it have been apparent to a  
6 layman, or somebody walking on the deck, you  
7 know, it's pretty crowded.

8 A I would agree with that, yes.

9 MR. BERLINE: No further questions.  
10 Okay.

11 MR. LEDGER: When you --

12 MR. BERLINE: I'm sorry.

13

14 **FURTHER RE-DIRECT EXAMINATION**

15 BY MR. LEDGER:

16 Q When you unpacked your materials and  
17 equipment to commence the diving operations and  
18 you perceived tight working quarters, who  
19 decided to proceed?

20 A That would have been my determination.

21 Q Okay. Did you ever request Cabras to  
22 provide you with a larger boat?

23 A I think the discussion may have come  
24 up, however there was nothing available because  
25 the Cajun did come from Saipan just for this

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1 job, because Cabras at that time didn't have  
2 anything available to accommodate our needs.

3 Q So, from the beginning of the job to  
4 the end of the job, the 21<sup>st</sup> through the 25<sup>th</sup>,  
5 the decision to utilize the Cajun for the  
6 operation rested solely with PMT; is that  
7 correct?

8 A That would be correct.

9 Q Okay. Okay, great.

10 COURT REPORTER: Are we done?

11 MR. LEDGER: I think so. We have four  
12 exhibits --

13 MR. BERLINE: Hold on.

14 MR. LEDGER: Sorry.

15 MR. BERLINE: I've got another followup  
16 question.

17 MR. BERLINE: Sorry.

18

19 **FURTHER RE-CROSS EXAMINATION**

20 BY MR. BERLINE:

21 Q What were your original needs that you  
22 communicated to Cabras?

23 A A flat deck and toilet facilities, and  
24 pier access that we can load and off load our  
25 equipment.

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1 Q Okay.

2 A Accessible pier access.

3 Q Okay. Did you discuss the size of the  
4 ship?

5 A We knew Cabras's, what they had  
6 available. And again, like I just said, the  
7 Cajun was the only thing that was available.

8 Q Are you familiar with Cabras's  
9 inventory of ships?

10 A Local ones, the local inventory.

11 Q Okay. Did you have one in mind?

12 A Yes, but it was already contracted out  
13 to MSC.

14 Q And which one was that?

15 A I believe the Patriot.

16 Q Is the Patriot bigger than the Cajun?

17 A Yes.

18 Q Okay. Thank you

19

20 **FURTHER RE-DIRECT EXAMINATION**

21 BY MR. LEDGER:

22 Q Well, whose decision was it to use the  
23 Cajun for the operation?

24 A Solely mine.

25 Q Okay. It wasn't forced on you. You

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1 had your choice to use it or not to use it; is  
2 that correct?

3 A That's correct.

4 Q Okay. Thank you.

5 MR. BERLINE: That's it?

6 MR. LEDGER: Yes.

7

8 (Deposition concluded at 3:40 p.m.)

9 **HAGATNA, GUAM, WEDNESDAY, FEBRUARY 21, 2007**

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## 1 CERTIFICATE OF WITNESS

2  
3 I, **Kenneth W. Collard, Jr.**, the deponent  
4 herein, do hereby certify that I have read, or  
5 had read to me, the foregoing typewritten pages  
6 1 through 93 inclusive. My changes thereof, if  
7 any, have been noted on a separate sheet of  
8 paper, which I have signed, and which I  
9 understand will be appended to and made a part  
10 of this deposition. I certify that the same is  
11 now a true and correct transcript of my  
12 testimony.

13  
14 \_\_\_\_\_  
15 Kenneth Collard

16  
17 Dated: \_\_\_\_\_  
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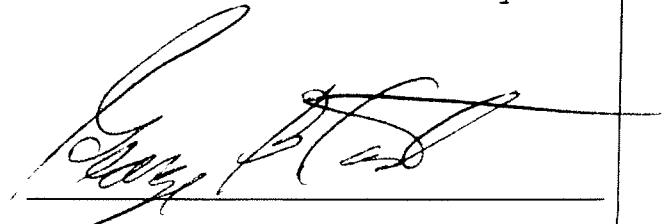
## 1 REPORTER'S CERTIFICATE

2  
3 I, **George B. Castro**, Court Reporter, do  
4 hereby certify the foregoing 92 pages to be a  
5 true and correct transcript of the audio  
6 recording made by a Notary Public Officer of  
7 Depo Resources in the within-entitled and  
8 numbered case at the time and place as set  
9 forth herein.

10 I do hereby certify that prior to  
11 examination the deponent was duly sworn upon  
12 oath; that thereafter the transcript was  
13 prepared by me or under my supervision.

14 I further certify that I am not a direct  
15 relative, employee, attorney or counsel of any  
16 of the parties, nor a direct relative or  
17 employee of such attorney or counsel, and that  
18 I am not directly or indirectly interested in  
19 the matters in controversy.

20 In testimony whereof, I have hereunto set  
21 my hand and seal of Court this 30<sup>th</sup> day of  
22 March, 2007.

23  
24 

25 George B. Castro

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George B. Castro

**Court Reporter**

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CHANGES TO TRANSCRIPTION

By Deponent:

**Kenneth W. Collard, Jr.**

Page	Change	Initial
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**DEPO RESOURCES**

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**DEPOSITION EXHIBIT**

**FILE OF**

**KENNETH W. COLLARD, JR.**

February 21, 2007

CARLSMITH BALL LLP  
DAVID LEDGER (CNMI BAR NO. F0195)  
Carlsmith Ball LLP Building  
Capitol Hill  
Post Office Box 5241  
Saipan, MP 96950-5241  
Tel No. 670.322.3455  
Attorneys for Defendant  
Cabras Marine Corporation

UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS

JOHN BRADY BARRINEAU,  
Plaintiff,

vs.

PROMARINE TECHNOLOGY and  
CABRAS MARINE CORPORATION,  
Defendants.

CABRAS MARINE CORPORATION,  
Cross-Claim Plaintiff,

vs.

PROMARINE TECHNOLOGY,  
Cross-Claim Defendant.

CIVIL ACTION NO. CV05-0028

**DEFENDANT CABRAS MARINE  
CORPORATION'S FIRST REQUEST  
FOR ANSWERS TO  
INTERROGATORIES TO  
DEFENDANT PROMARINE  
TECHNOLOGY; CERTIFICATE OF  
SERVICE**

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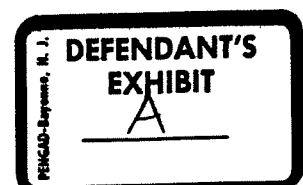
BLAIR STERLING JOHNSON  
MOODY MARTINEZ & LEON GUERRERO  
A PROFESSIONAL CORPORATION

**TO: CROSS CLAIM DEFENDANT PROMARINE TECHNOLOGY  
AND ITS ATTORNEY OF RECORD,**

Thomas C. Sterling, Esq.  
Blair, Sterling, Johnson, Moody, Martinez & Leon Guerrero, P.C.  
Suite 1008, Pacific News Building  
238 Archbishop Flores Suite  
Hagåtña, Guam 96910

ATTN: DAVID  
BY : me  
DATE: Answers Due 02/27/06

4815-9318-3232.1.052540-00009



ORIGINAL



1 Cabras Marine Corporation ("Cabras") hereby request that ProMarine Technology  
2 ("ProMarine") answer under oath, in accordance with Rule 33 of the Federal Rules of Civil  
3 Procedure, the following Interrogatories.

4 In answering the Interrogatories, ProMarine is required not only to furnish information  
5 available from its own personal knowledge and records, but also information that is available to  
6 his attorneys, investigators, agents, or anyone else acting on his behalf.

7 The Interrogatories shall be deemed continuing so as to require supplemental answers if  
8 ProMarine obtains or recalls further information between the time the answers are served and the  
9 time of trial. Answers shall be inserted in the spaces provided in the Interrogatories. If for any  
10 reason additional space is necessary in answering any Interrogatory, complete the answers on  
11 additional sheets indicating the number of the Interrogatory which is being answered.  
12

13 DEFINITIONS AND INSTRUCTIONS

- 14
- 15 1. "Cabras" means Cabras Marine Corporation.
  - 16 2. "ProMarine" and "you" and "your" refer to Defendant and your Attorneys and  
17 agents.
  - 18 3. "Complaint" refers to the Complaint filed by Plaintiff in the District Court for the  
19 Northern Mariana Islands.
  - 20 4. "Claim" refers to any and all claims or allegations set forth in the Complaint.
  - 21 5. As used herein, the term "documents" means and includes any and all:  
22
    - 23 a. Tangible things or items, whether handwritten, typed, printed, tape  
24 recorded, electronically recorded, video-tape recorded, visually reproduced, stenographically  
25 reproduced or reproduced in any other manner;
    - 26 b. Originals and all copies of any and all communications;
- 27  
28

- 1 c. Writings of any kind or type whatsoever;
- 2 d. Data compilations gathered through detection devices from which
- 3 information can be obtained or translated by the respondent, if necessary, into a reasonably
- 4 usable form as defined in Rule 34 of the Federal Rules of Civil Procedure;
- 5 e. Books and pamphlets;
- 6 f. Microtape, microfilm, photographs, movies, records, recordings,
- 7 tape recordings, and video-tape recordings, stenographically or otherwise reproduced;
- 8 g. Diaries and appointment books;
- 9 h. Cables, wires, memoranda, reports, notes, minutes and interoffice
- 10 communications;
- 11 i. Letters and correspondence;
- 12 j. Drawings, blueprints, sketches, and charts;
- 13 k. Patents and patent applications;
- 14 l. Contracts or agreements;
- 15 m. Other legal instruments or official documents;
- 16 n. Deeds, leases, mortgages, assignments or other instrument relating
- 17 to real property or personal property;
- 18 o. Published material of any kind;
- 19 p. Engineering or scientific notebooks and data;
- 20 q. Financial statements, balance sheets, profit and loss statements,
- 21 statements of financial condition, income tax returns, worksheets, reports, projections, schedules,
- 22 ledgers, books, records, and journals;
- 23
- 24
- 25
- 26
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- 28

1                   r.       Vouchers, expense accounts, receipts, invoices, bills, orders,  
2 billings, bank account records, and checks;

3                   s.       Investigation or incident reports;

4                   t.       Files and records;

5                   u.       Proposals, feasibility studies, engineering studies, renderings,  
6 plans, as-built drawings, progress schedules, change orders, estimates and projections;  
7

8                   v.       Notes or summaries of conferences, meetings, discussions,  
9 interviews, or telephone conversations or messages;

10                  w.       Travel reports, ticket stubs, and vouchers;

11                  x.       Drafts or draft copies of any of the above.  
12

13           6.       “Communication,” as used herein, shall include all oral, written, visual or other  
14 sensory means of transmitting information or statements.

15           7.       “Identify,” when used with respect to any document, means to describe the  
16 document in such a manner that all the following information is provided:

17                  a.       Its nature (e.g., letter, memorandum, contract, report, statement,  
18 recording, photograph, etc.);

19                  b.       Its title, if any;

20                  c.       The date the writing was prepared, drafted or recorded;  
21

22                  d.       The identity of the person or persons who prepared, drafted or  
23 recorded the writing or participated therein;

24                  e.       The date the writing was sent and received (if applicable) and the  
25 identity of the person sending and the person receiving the writing;

26                  f.       A summary or description of the contents of the writing; and  
27  
28

1 g. The identity of the person who presently has custody or control of  
2 the writing.

3 8. "Identify" when used with respect to a person or entity shall mean, with respect to  
4 a person, to state the person's name, residence address, residence telephone number, employment  
5 position, employer, business address, business telephone number, relationship to you, and (if  
6 known) date of birth; and with respect to an entity, to state the name of the entity, its business  
7 address, business telephone number, and to identify its partners, officers, and directors.

9 9. "Identify" when used with respect to a lawsuit shall mean to state the nature of the  
10 lawsuit, the full names of all parties contained on the caption of the lawsuit, the civil or docket  
11 control number of the lawsuit, the jurisdiction in which the lawsuit was filed, and the outcome of  
12 the case.

13 10. "Identify" when used with respect to a claim shall mean to state the name of the  
14 party against whom the claim was made, the date the claim was made, the date of the injury or  
15 damage claimed, the nature of the injury or damage claimed, and the disposition of the claim.

16 11. "Identify," when used with respect to a communication, shall mean to state each  
17 of the following: (1) the name and title of the person who made the communication; (2) the  
18 name and title of the person who received it; (3) the date of the communication; (4) the type of  
19 communication; and (5) a summary of the contents of the communication.

20 12. If any of the Interrogatories cannot be answered in full, please answer to the  
21 extent possible, specifying the reasons for your inability to answer the remainder and stating  
22 whatever information or knowledge you have concerning the unanswered portion.

13. If additional space is required for the answer to any Interrogatory, complete the answer on additional sheet(s) of paper bearing the same number as the number of the Interrogatory that is being answered.

14. Please note that ProMarine, pursuant to Fed. R. Civ. P. 26(e), is under a continuing duty to seasonably supplement its responses with information that is obtained or became available subsequent to the preparation and filing of the responses.

15. Each of these definitions and instructions is hereby incorporated into each of the Interrogatories to which it pertains.

## INTERROGATORIES

INTERROGATORY NO. 1: For each employee ProMarine had on board the M/V CAJUN at the time of the incident, provide the following information:

- full name
- date of birth
- social security number
- current residence address
- current employer

Answer:

INTERROGATORY NO. 2: For each employee ProMarine had on board the CAJUN at the time of the incident, provide the following information:

- a. description of job
- b. description of credentials or certificates held (for example, commercial diver certification)

1        Answer:

2  
3        INTERROGATORY NO. 3: Identify each witness known to you who has any  
4 knowledge -- eye-witness or otherwise -- relating to the incident.  
5

6        Answer:

7  
8        INTERROGATORY NO. 4: Omitted.  
9

10       INTERROGATORY NO. 5: Describe and how or why the accident occurred. For  
11 example, if air supply equipment malfunctioned or for some reason stopped working, describe  
12 such as best you can.  
13

14       Answer:

15  
16       INTERROGATORY NO. 6: Regarding your Affirmative Defenses Nos. 2, 3 and 4, list  
17 all facts you have to support your allegations that Cabras Marine was negligent.  
18

19       Answer:

20  
21       INTERROGATORY NO. 7:                      Omitted.

22       INTERROGATORY NO. 8:                      Omitted.

23       INTERROGATORY NO. 9:                      Omitted.

24       INTERROGATORY NO. 10:                    Omitted.

25       Answer:  
26  
27  
28

1           INTERROGATORY NO. 11:       With regard to paragraph 18 of Plaintiff's  
2 Complaint, was ProMarine the owner of "all of the equipment necessary to complete the  
3 underwater mission of scrubbing the hull of the M/V Hague, including the air supply used for  
4 Plaintiff Barrineau's dive."

5           Answer:  
6  
7

8           INTERROGATORY NO. 12:       With regard to paragraph 18 of Plaintiff's  
9 Complaint, was ProMarine responsible for maintaining and servicing "all of the equipment  
10 necessary to complete the underwater mission of scrubbing the hull of the M/V Hague, including  
11 the air supply used for Plaintiff Barrineau's dive"?  
12

13           Answer:  
14

15           INTERROGATORY NO. 13:       With regard to paragraph 18 of Plaintiff's  
16 Complaint, did ProMarine operate "all of the equipment necessary to complete the underwater  
17 mission of scrubbing the hull of the M/V Hague, including the air supply used for Plaintiff  
18 Barrineau's dive"?  
19

20           Answer:  
21

22           INTERROGATORY NO. 14:       With regard to paragraph 19 of Plaintiff's  
23 Complaint, did ProMarine own "the dive compressor aboard the M/V Cajun"?  
24

25           Answer:  
26  
27  
28

1 INTERROGATORY NO. 15:

2 a. With regard to paragraph 19 of Plaintiff's Complaint, did an employee of Pro  
3 Marine operate "the dive compressor aboard the M/V Cajun"?

4 b. Identify the employee.

5 Answer:  
6

7  
8 INTERROGATORY NO. 16:

9 a. With regard to paragraph 19 of Plaintiff's Complaint, did an employee of Pro  
10 Marine service or maintain "the dive compressor aboard the M/V Cajun"?

11 b. Identify the employee.

12 Answer:  
13

14  
15 INTERROGATORY NO. 17:

16 a. With regard to paragraph 21 of Plaintiff's Complaint, was an employee of Pro  
17 Marine responsible for maintaining "Plaintiff Barrineau's air supply" during the hull scrubbing?

18 b. Identify the employee.

19 Answer:  
20

21  
22 INTERROGATORY NO. 18: Omitted.

23 INTERROGATORY NO. 19: Omitted.

24 INTERROGATORY NO. 20: Omitted.

25 INTERROGATORY NO. 21: Omitted.  
26  
27  
28



1           INTERROGATORY NO. 22:           Has Plaintiff Barrineau applied for and been  
2 awarded workers compensation benefits as a result of the incident?

3           Answer:

4  
5           INTERROGATORY NO. 23:           Omitted.

6           INTERROGATORY NO. 24:           Omitted.

7           INTERROGATORY NO. 25:           Omitted.

8           INTERROGATORY NO. 26:           Omitted.

9  
10  
11           INTERROGATORY NO. 27:           With regard to paragraph 63 of Plaintiff's  
12 Complaint, did ProMarine have "exclusive control of plaintiff's air supply and/or the controls for  
13 Plaintiff's air supply".

14           Answer:

15  
16  
17           INTERROGATORY NO. 28:           State the full name, complete address, and phone  
18 number for all doctors and health care providers, including psychologists and psychiatrists, who  
19 have treated or examined the Plaintiff at ProMarine's request.

20           Answer:

21  
22           INTERROGATORY NO. 29:           Omitted.

23           INTERROGATORY NO. 30:           Omitted.

24           INTERROGATORY NO. 31:           Omitted.

25           INTERROGATORY NO. 32:           Omitted.

INTERROGATORY NO. 33:

- a. State the number of days of work Plaintiff missed as a result of the accident.
- b. State the amount of wages (and, if applicable, benefits) Plaintiff lost as a result of the accident.
- c. Is Plaintiff still employed by ProMarine, but on disability leave ? or has the employment terminated?
- d. If the employment terminated, please state when.

Answer:INTERROGATORY NO. 34: Omitted.INTERROGATORY NO. 35: Omitted.

INTERROGATORY NO. 36 State the following information from your payroll records, or other reliable records:

Answer:

<u>Year</u>	<u>Plaintiff's Gross Income</u>	<u>Plaintiff's Net Income</u>
2006 (to date)		
2005		
2004		
2003		
2002		
2001		
2000		

INTERROGATORY NO. 37 As a result of the injury, has ProMarine's insurance carrier paid out replacement wage or income payments, workers compensation benefits, maintenance and cure, disability payments, or any other like compensation or payments ? If you

1 answer yes, state the name and address of the source of each payment, the amount of each  
2 payment.

3 Answer:

4  
5 INTERROGATORY NO. 38: If ProMarine or its insurance carrier paid any  
6 medical bills on behalf of Plaintiff, state the name of the person or health facility paid and the  
7 amount paid to each.  
8

9 Answer:


10  
11 INTERROGATORY NO. 39: Omitted.

12 INTERROGATORY NO. 40: Omitted.

13 INTERROGATORY NO. 41: Omitted.  
14  
15

16 DATED: Hagåtña, Guam, January 26, 2006.

17 CARLSMITH BALL LLP

18   
19 DAVID LEDGER  
20 Attorneys for Defendant  
21 Cabras Marine Corporation  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 26th day of January 2006, I will cause to be served, via hand delivery, a true and correct copy of **DEFENDANT CABRAS MARINE CORPORATION'S FIRST REQUEST FOR ANSWERS TO INTERROGATORIES TO DEFENDANT PROMARINE TECHNOLOGY** upon the following Counsels of record:

William M. Fitzgerald, Esq.  
Law Office of William M. Fitzgerald  
1st Floor, Macaranas Building  
Post Office Box 909  
Saipan, MP 96950

Bruce Berline, Esq.  
Law Office of Bruce Berline  
1st Floor, Macaranas Building  
Post Office Box 5682 CHRB  
Garapan, Saipan MP 96950

and

Thomas C. Sterling, Esq.  
Blair, Sterling, Johnson, Moody, Martinez & Leon  
Guerrero, P.C.  
Suite 1008, Pacific News Building  
238 Archbishop Flores Suite  
Hagåtña, Guam 96910

DATED: Hagåtña, Guam, January 26, 2006.

  
DAVID LEDGER

1 THOMAS C. STERLING  
2 BLAIR STERLING JOHNSON MOODY  
3 MARTINEZ & LEON GUERRERO, P.C.  
4 1008 Pacific News Building  
5 238 Archbishop F.C. Flores Street  
6 Hagåtña, Guam 96910  
7 Telephone: (671) 477-7857  
8 Facsimile: (671) 472-4290

9 THOMAS E. CLIFFORD  
10 Attorney at Law  
11 2nd Floor Alexander Building, San Jose  
12 P.O. Box 506514  
13 Saipan, MP 96950  
14 Telephone: (670) 235-8846/7  
15 Facsimile: (670) 235-8848

16 *Attorneys for Defendant Pro Marine Technology*

17  
18 **IN THE DISTRICT COURT FOR THE**  
19 **THE NORTHERN MARIANA ISLANDS**

20 JOHN BRADY BARRINEAU, )

CIVIL ACTION NO. 05-0028

21 Plaintiff, )

22 vs. )

23 PRO MARINE TECHNOLOGY and )  
24 CABRAS MARINE CORPORATION, )

**DEFENDANT PRO MARINE  
TECHNOLOGY'S RESPONSES TO  
CABRAS MARINE CORPORATION'S  
FIRST SET OF INTERROGATORIES**

25 Defendants. )

26 CABRAS MARINE CORPORATION, )

27 Cross-Claim Plaintiff, )

28 vs. )

29 PROMARINE TECHNOLOGY, )

30 Cross-Claim Defendant. )

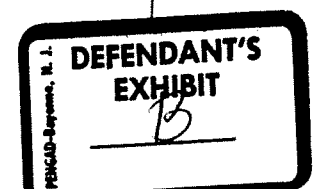
31 **TO DEFENDANT AND CROSS-CLAIM PLAINTIFF CABRAS MARINE**  
32 **CORPORATION AND ITS ATTORNEYS OF RECORD:**

33 COMES NOW Defendant PRO MARINE TECHNOLOGY (hereinafter  
34 "Pro Marine") and provides the following responses to CABRAS

RECEIVED

CARLSBETH HALL

DATE: 02-27-06



11:34am/1/1

1 **MARINE CORPORATION'S** (hereinafter "Cabras Marine")

2 Interrogatories served herein on January 26, 2006.

3 **RESPONSES TO INTERROGATORIES**

4 **INTERROGATORY NO. 1** Please see Exhibit "A" attached hereto.

5 **INTERROGATORY NO. 2** Please see Exhibit "A" attached hereto.

6 **INTERROGATORY NO. 3** Please see individuals identified in  
7 Exhibit "A" attached hereto.

9 **INTERROGATORY NO. 5** During the dive operation, Pro Marine  
10 was using the Intispiro AGA full-face diving mask system  
11 with a color coding system. There was a black AGA mask and  
12 a white AGA mask. In addition, there were two umbilical  
13 hoses, each complete with a retrieval line and a  
14 communications line. One of the hoses is coded with black  
15 banding for use with the black mask, the other hose has  
16 white banding for use with the white mask. Somehow, the  
17 dive team had installed the white mask on the black hose  
18 and vice-versa. As such, when a problem occurred on the  
19 white AGA mask that required the mask to be taken off-line,  
20 Mr. Collard on the deck turned off the umbilical hose that  
21 was coded with white banding, it actually turned off the  
22 air supply to Mr. Barrineau who was diving with the black  
23 mask.  
24  
25  
26

1 **INTERROGATORY NO. 6** Pro Marine's affirmative defenses based  
2 upon the alleged negligence of Cabras Marine are solely  
3 based upon the allegations made by the plaintiff in its  
4 complaint that Cabras Marine was negligent. Pro Marine  
5 presently has no knowledge of any facts supporting the  
6 contention that Cabras Marine was negligent in connection  
7 with this accident.  
8

9 **INTERROGATORY NO. 11** Yes, except for the M/V Cajun.

10 **INTERROGATORY NO. 12** Yes, except for the M/V Cajun.

11 **INTERROGATORY NO. 13** Yes, except for the M/V Cajun.

12 **INTERROGATORY NO. 14** Yes.

13 **INTERROGATORY NO. 15**

14 (a) Yes.

15 (b) The employees actually involved in the operation  
16 of the air supply system, which cannot properly be  
17 characterized as a dive compressor, were Ben Matanane,  
18 Carey Rose, and Ken Collard.  
19

20 **INTERROGATORY NO. 16** Objection. Interrogatory No. 16 is  
21 vague and ambiguous due to the use of the undefined terms  
22 "service or maintain" and the utilization of the term "dive  
23 compressor" which does not adequately identify the actual  
24 system utilized by Pro Marine for providing an air supply  
25  
26

1 to its divers. Without waiving said objection, Pro Marine  
2 responds as follows: The system was being operated at the  
3 time of the incident by Pro Marine employees. Please see  
4 response to Interrogatory No. 15.  
5

6 **INTERROGATORY NO. 17**

7 (a) Yes.

8 (b) Carey Rose and Ken Collard.

9 **INTERROGATORY NO. 22** Pro Marine is unaware as to whether Mr.  
10 Barrineau has applied for or been paid Worker's  
11 Compensation benefits.  
12

13 **INTERROGATORY NO. 27** Yes.

14 **INTERROGATORY NO. 28** No doctors or other health care  
15 providers have treated Mr. Barrineau at Pro Marine's  
16 request.  
17

18 **INTERROGATORY NO. 33**

19 (a) None.

20 (b) None.

21 (c) Terminated.

22 (d) June 2, 2002.

23  
24 **INTERROGATORY NO. 36** Mr. Barrineau had no income from Pro  
25 Marine for any years other than 2005. His gross income for  
26



1 the year 2005 was \$13,128.13 and his net income for that  
2 year was \$11,873.83.

3 **INTERROGATORY NO. 37** No, as far as Pro Marine knows.

4 **INTERROGATORY NO. 38** Pro Marine has not paid any medical  
5 bills on behalf of the plaintiff. Pro Marine has no  
6 knowledge as to whether its insurance carrier has paid any  
7 such medical bills.  
8

9  
10  
11 **THOMAS E. CLIFFORD, CNMI BAR NO. F0210**  
12 **ATTORNEY AT LAW**

13 **BLAIR STERLING JOHNSON**  
14 **MOODY MARTINEZ & LEON GUERRERO**  
15 **A PROFESSIONAL CORPORATION**  
16 **THOMAS C. STERLING**

17 DATED: FEBRUARY 27, 2006

18 BY:

19   
20 **THOMAS C. STERLING, CNMI BAR NO. F0127**  
21 *Attorneys for Defendant Pro Marine Technology*

22 **ATTACHMENT: EXHIBIT "A"**

23 E62\73061-01  
24 G:\WORD97\OFFICE\WORDDOC\PLD\TCS\278-PMT'S RESPONSES TO CABRAS  
25 MARINE'S 1ST REQ 4 ANSWERS RE BARRINEAU V PMT TECHNOLOGY.DOC  
26

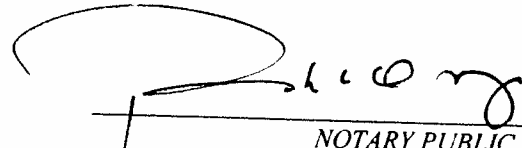
VERIFICATION

ISLAND OF GUAM )  
 ) ss.:  
CITY OF HAGÁTÑA )

I, **CHIE COLLARD**, being first duly sworn, do state that I am the Secretary/Treasurer and Business Manager of **PRO MARINE TECHNOLOGY**; that I have read the foregoing document entitled **DEFENDANT PRO MARINE TECHNOLOGY'S RESPONSES TO CABRAS MARINE CORPORATION'S FIRST SET OF INTERROGATORIES** and that the same is true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

  
CHIE COLLARD

SUBSCRIBED AND SWORN to before me this 24<sup>th</sup> day of February, 2006, by **CHIE COLLARD**.

  
NOTARY PUBLIC

**BARBARA M. Q. CRUZ**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: Apr. 22, 2009  
1006 Pacific News Building, 238 Archbishop  
F.C. Flores St., Hagatna, Guam 96910



# PRO MARINE TECHNOLOGY Employee Contact List

Employee	SS No.	Phone	DOB	Address	Job Description	Current Emp.	Certification
Barrineau, John B	586-82-5707	670-288-5760	11/22/1970	PMB 953 Box 10001 Saipan, MP 96950	diver/tender		Commercial Diver
Eflin, Vance S	515-54-1789	828-0024	09/02/1958	HCR Box 17112 Maloiloj, GU 96917	diver assist/tender	ToTest Inc.	
Jonah, Conald D	586-31-9574	689-1847	05/26/1966	P.O. Box 11965 Apaca Ave. Hs. #151 Y'igo, GU 96929	diver assist/tender		
Matanane, Benedict J.	586-68-0911	646-5533	11/21/1961	194 Gov. C. Camacho Rd. Tamuning, GU 96913	tender		
Rose, Carey B.	573-15-1213	727-7008	01/13/1959	183 Francisco Javier St. #3 Hagatna, GU 96932	dive supervisor	Pro Marine	US Navy Diver
Shelton, Christopher K.	269-60-3095	688-8189	06/09/1970	415A Pale Kerian St. Sinajana, GU 96911	lead diver		US Navy Diver
Collard, Kenneth W.	536-46-0112	789-7001	6/7/1953	P.O. Box 11021, Tamuning, GU 96931	President	Officer, Pro Marine	Commercial Diver

**M/V HAUGE, Jr.**

MAY 21 THRU 24, 2005

**DIVER'S AIR SYSTEM**

- ☐ MARINER H/P AIR COMPRESSOR
- ☐ H/P (FILL) WHIPS
- ☐ 30 GAL. VOLUME TANK
- ☐ H/P-L/P AIR REGULATOR (GAUGE) X 2
- ☐ EXTRA FITTINGS FOR K-BOTTLE
- ☐ HOSE FROM GAUGE TO VOL. TANK
- ☐ O2 HOSE ADAPTER TO VOL. TANK
- ☐ 3 - 200 cf AIR CYLINDERS
- ☐ 2 - 250' LIGHTWEIGHT UMBILICALS
- ☐

**AGAS**

- ☐ TAN AGA
- ☐ BLACK AGA
- ☐ KC'S AGA KIT (SPARE AGA)
- ☐ AGA SPARES KIT x 2
- ☐ AGA COVER/BAG X 2
- ☐

**COMMUNICATIONS**

- ☐ AGA COMMS WHIPS X 2
- ☐ EXTRA COMMS WHIP
- ☐ EXTRA MICS
- ☐ LG. AMRON COMMS BOX
- ☐ SM. AMRON COMMS BOX w/ CHARGER
- ☐ EXTENSION CHORD X 2
- ☐ MULTI-OUTLET ADAPTER X 2
- ☐

**HYDRAULICS**

- ☐ TWIN HYD. POWER UNIT
- ☐ SINGLE HPU
- ☐ 150' X 1" BLACK w/ RED STRIPE HOSE
- ☐ 150' X 1" BLACK w/ BLUE STRIPE HOSE
- ☐ 75' x 1" ORANGE HOSE
- ☐ HYDRAULIC OIL - 5 GAL. PAIL
- ☐ OIL SPILL KIT (STOCKED)
- ☐ LG. DOUBLE HULL CLEANER w/ 15" BRUSH SET
- ☐ LG. DOUBLE HULL CLEANER ACCESSORIES BUCKET
- ☐ SM. DOUBLE PROP CLEANER w/ 9" BRUSH SET
- ☐ SINGLE PROP CLEANER w/ 15" OR 12" BRUSH
- ☐ ACCESSORIES BUCKET FOR THE ABOVE 2 TOOLS
- ☐ FLOATS w/ CLIPS X 8
- ☐ EXTRA 15", 12" & 9" BRUSHES
- ☐

**SCUBA OUTFITS**

- ☐ 80 cf AIR TANKS X 7
- ☐ BCD X 2 (1 IS KC's)
- ☐ REG SET X 3 (1 IS KC's)
- ☐ WEIGHT BELT X 3 (1 IS KC's)
- ☐ TANK GAUGE (TO CHECK PRESSURE)
- ☐ FLASH LIGHTS X 2
- ☐ WRITING SLATE X 2
- ☐

**SCOOTERS**

- ☐ SCOOTERS X 3 (w/ 12v BATTERIES)
- ☐ BATTERY CHARGERS X 2
- ☐ EXTRA 12v BATTERY
- ☐

**CAMERAS**

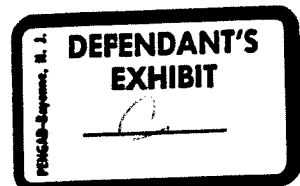
- ☐ NIKONOS V w/ STROBE
- ☐ EXTRA FILM & BATTERIES (FOR NIK V)
- ☐ DIGITAL CAMERA PKG (IN PELICAN CASE)
- ☐

**ADMIN., etc.**

- ☐ BLACK PELICAN BRIEFCASE
- ☐ GRAY PELICAN BOX
- ☐ SHIP TAG-OUT SHEETS (MIN. 5)
- ☐ DAILY TIME SHEETS (MIN. 5)
- ☐ DIVE SHEETS (MIN. 10)
- ☐ PMT SAFETY/EMERG. PLAN
- ☐ NEURO. EXAM WORKSHEET
- ☐ USN DIVE TABLES
- ☐ MARINER COMP. OPS MANUAL
- ☐ YELLOW LUMBER CRAYONS
- ☐ PENS
- ☐ STAPLER
- ☐ PAPER CLIPS
- ☐

**MISCELLANEOUS**

- ☐ DIVER HARNESS X 3
- ☐ DAN EMERG. O2 KIT
- ☐ GRAY FOLD-UP FLY-A-WAY BOX
- ☐ HAND TOOL BOX (STOCKED INVENTORY)
- ☐ FIRE EXTINGUISHER X 2
- ☐ 5 GAL. GAS CONTAINERS X 3
- ☐ 6 GAL. GAS CONTAINERS X 2
- ☐ COTTON GLOVES X 2 PACKS
- ☐ ELECTRICAL TAPE X 10 ROLLS
- ☐ TEFLON TAPE X 3 ROLLS
- ☐ DUCT TAPE X 1 ROLL
- ☐ 10W-30 OIL X 3 QTS.
- ☐ FUNNELS X 2
- ☐ RAGS
- ☐ HAND CLEANER
- ☐ DRINKING WATER COOLER
- ☐ CUP DISPENSOR w/ EXTRA CUPS
- ☐ 5 GAL. DRINKING WATER X 2
- ☐ 10'X10' CANOPY (COMPLETE)
- ☐ 10' ALUMINUM LADDER
- ☐ FAT POLY. ROPES
- ☐ TOOLS LINES
- ☐ TUNA CHORD - 1 ROLL
- ☐ 5 GAL. BUCKETS X 3 (EMPTY)
- ☐ SUN SCREEN X 2
- ☐



**CABRAS MARINE CORPORATION**  
 COMMERCIAL PORT, APRRA HARBOR, GUAM, M.I.  
 Suite 114 • 1026 Cabras Highway, P.O. Box 96915  
 Tel: 477-7345 • Fax: 477-8206

**INVOICE**

54026

TO:

PRO MARINE TECHNOLOGY  
 P.O. BOX 11021  
 TAMUNING, GUAM 96931

SALESPERSON

DATE OF INVOICE

05/31/05

NOTICE: A service charge at the annual percentage rate of 18% (monthly 1.5%) will be applied on all past due accounts. As an express condition of our providing credit and rendering services, please take notice that if this account is placed in the hands of an attorney to collect the amounts stated herein, we shall be entitled to recover our attorney's fees in addition to any other available remedy. We expressly reserve any and all rights which we may have to enforce maritime liens against any vessel/cargo to which we have rendered necessities.

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL. PP.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
308					Net 15 Days	L: DIVING OPS	
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
LAUNCH SVCS RENDERED (DIVING OPERATIONS) 5/21-25/2005 OK'd as per Joe Cruz 8/16/05							
4.5 <del>5.00</del>	242	C/B CAJUN SERVICES 5/21-25/05				1,500.00	<del>6,750.00</del> <del>7,500.00</del>
1.00	900	LESS DISCOUNT ( INOPERATIVE SANITARY)				100.00-	100.00
2.00	703	CRANE 0930H-1130H 5/20				85.00	170.00
2.00	703	CRANE 0950H-1045H (MIN 2 HRS) 5/26				85.00	170.00
1.00	800	FUEL: 114.37 GALLONS @ \$1.9579 = \$223.93				223.93	223.93
						SUBTOTAL	7,213.93 <del>7,965.93</del> 288.56 322.51
CERTIFIED TRUE AND CORRECT					% GRT EQUIVALENT		
						TOTAL	<del>8,206.44</del> 7,502.44
Thank You!							

ORIGINAL CUSTOMER

Thank You!

Pro Marine Technology

CABRAS MARINE CORPORATION

8/18/2005

Date 8/16/2005  
 Type Bill  
 Reference

Original AmL  
 7,502.49

Balance Due  
 7,502.49

Check Amount

Payment  
 7,502.49  
 7,502.49

5926

BOG - Checking

7,502.49

DEFENDANT'S  
 EXHIBIT